

MEMORANDUM OF UNDERSTANDING
BETWEEN.
MARYLAND ARMY NATIONAL GUARD
5th REGIMENTAL ARMORY
BALTIMORE, MARYLAND 21201
and
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNITED STATES PUBLIC HEALTH SERVICE
NATIONAL DISASTER MEDICAL SYSTEM
CLEARING-STAGING UNITS .

I. Background

In 1981, the President established the Emergency Mobilization Preparedness Board (**EMPB**), and charged it to develop national policy and programs to improve emergency preparedness. These efforts included ensuring that our Nation is prepared to respond medically to all types of mass casualty emergency situations, whether from a natural or man-made disaster in this country or from United States military casualties being returned from an overseas conventional conflict. Thus evolved the National Disaster Medical System; hereinafter referred to as the "**NDMS**". At the Federal level, the NDMS is a cooperative joint venture of the Department of Defense, Federal Emergency Management Agency, Veterans Administration and the Department of Health and Human Services. The administrative lead agency for this system is the Department of Health and Human Services.

The NDMS is designed to care for victims of any incident that exceed the **medical** capability of an affected State, region or Federal medical care system.

As part of its participation in the NDMS, the **Department** of Health and **Huma...** Services, U.S. Public Health Service, has . organized two NDMS/PHS Clearing-Staging Units (hereinafter referred to as the NDMS/PHS Units).

II. Purpose

The purpose of this Memorandum of Understanding (**MOU**) is to provide for formal joint training activities beneficial to the stated mission of each Party. This MOU will formalize existing agreements between both Parties for current and future planned training activities and provide a mechanism whereby future interactions **may** be more readily accommodated.

The substance of the MOU involves a training function only and **may** not be interpreted as a commitment of resources, by either Party, for purposes other than those of training, as delineated within this document and as agreed upon by both Parties.

For purposes of this MOU, it is recognized that each Party has designated assets, resources and characteristics which when shared serve to benefit both Parties. To enhance this relationship, each Party has identified and agreed to pursue : areas of common interest to assist in meeting their individual missions.

These are as follows:

I. Maryland Army National Guard shall:

- A. Identify a liaison officer from the Headquarters, Maryland State Area Command, responsible for maintaining communications with the designated NDMS/PHS **Clearing-Staging Units** on subjects related to the mission of each of the Parties.
- B. Provide resources, where available and appropriate, consistent with scheduled exercises and training which support the mission of both parties.
- C. Provide consultation and training in areas, where prior agreement has been obtained, that promote **the** development of improved capabilities for the NDMS/PHS Units.
- D. Act as a resource for identifying educational/operational **opportunities** for NDMS/PHS Unit **members**, such as joint training opportunities which enhance the capabilities of both parties.
- E. The Maryland Army National Guard, its agents and employees are in no way liable for death, injury, or damage to personal property incurred by **any** NDMS/PHS Unit trainees or participants in joint exercises, while engaged in training or during participation in exercises.
- F. Arrange with Military installation commanders to permit NDMS/PHS students and exercise participants access to such installations and use of facilities thereon at the participants' own expense.

II. National Disaster Medical System/Public Health Service Clearing-Staging Units shall:

- A. Identify a liaison officer from the NDMS/PHS Units responsible for maintaining communications with the designated personnel from the Headquarters, Maryland State Area Command on subjects related to this Memorandum of Understanding.

- B. Assure that mutually agreed upon health care and preventive medicine resources associated with training exercises or other activities are **provided** to the Headquarters, Maryland State Area Command in a manner consistent with prior agreements.
- C. Provide, upon official request and where available and appropriate, instructors/trainers consistent with the identified needs of the requester.
- D. Provide, upon official request and where available and appropriate, consultation to the Maryland State Area Command or units under its command on subjects related to the medical mission. Course topics, materials provided and scheduling to be mutually agreed upon by both Parties.
- E. Provide appropriate participation in the planning and on-site supervision of NDMS/PHS personnel during joint exercises.
- F. Ensure that exercise participants and trainees are in generally good health **to** participate in the exercises and related activities.
- G. Ensure that all non-federal NDMS/PHS trainees and **exercise participants are U.S. citizens** and at least 18 years of age in order for them to participate in activities covered by this Memorandum of Understanding.

This Memorandum acknowledges that both Parties are obligated to carry out their primary missions as defined by their respective organizations. Should requested activities under **this** Memorandum conflict with or inhibit the achievement of the primary mission of either Party, the dictates of the primary mission will take precedence and such action will not be considered a breach of the Memorandum.

This Memorandum addresses the principles of the interface between the NDMS/PHS Units and the Headquarters, Maryland State Area Command, and does not incorporate any fiscal commitments between the two designated parties.

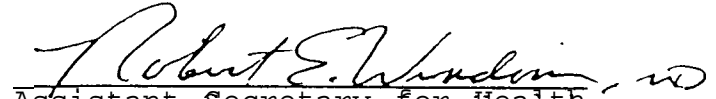
Duration of Agreement

This Memorandum of Understanding shall take effect when signed by both parties and shall endure until terminated by one of the parties. Participation in this agreement may be terminated by either party following 30 days advance written notice to the other party.

It is expressly agreed that this written statement embodies the entire agreement of the parties regarding the affiliation, and no other agreements exist between the parties except as herein expressly set forth.

This Memorandum may be modified by written Amendments thereto, signed by both Parties.


Adjutant General
Maryland Army National Guard


Assistant Secretary for Health
Department of Health and
Human Services

10 January 1989
Date

10 January 1989
Date